

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, dated April 23, 2019, is made by, on the one hand, Gautam Desai and Anthony Fasulo (together, "Investors"), and on the other hand, XTRADE Digital Holdings ("XDH"), Xtrade Digital Assets, Inc., Alexander Kravets, Serge Gulko, and Jon Giacobee (together, "XTrade").

WHEREAS, Investors and XTrade are considering entering into an agreement to settle potential claims that Investors may have relating to investments that they made in XDH.

WHEREAS, XTrade wishes to restrict the use of, and to protect the confidentiality of, any information communicated by XTrade to Investors in connection with their past and ongoing negotiation of such an agreement.

NOW THEREFORE, in consideration for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For purposes of this agreement, "Confidential Information" shall mean any information communicated by XTrade to Investors in connection with their past or ongoing discussion of a potential settlement of Investors' claims, including without limitation (i) the terms of any offer of settlement made by XTrade, (ii) any communications relating to Investors' potential claims and/or XTrade's potential defenses thereto, and (iii) the negotiation and/or existence of this Non-Disclosure Agreement. The above applies whether such information is communicated by XTrade in writing or verbally, and shall apply whether such information is communicated directly by XTrade to Investors or indirectly through counsel or other representatives or agents of XTrade and/or Investors.
2. Investors shall not at any time disclose, permit to be disclosed, or continue to make known any Confidential Information to anyone (except to their counsel, Zeev Kirsh) for any purpose except as may be required by law. The above applies whether such information is disclosed in writing or verbally, and shall apply whether such information is communicated directly by Investor or indirectly through counsel, Zeev Kirsh, or any other representative or agent of one or more of the Investors.
3. Investors shall be entitled to disclose the confidential information only if compelled to do so pursuant to court order. Investors shall promptly notify XTrade of any application made to a court requesting an order compelling disclosure of any Confidential Information, and shall cooperate with XTrade in seeking to quash such request and/or in obtaining a protective order prohibiting any further disclosure of the Confidential Information.
4. If a breach of the terms of this Agreement occurs, XTrade shall be entitled to an injunction restraining Investors from disclosing or making any use of the Confidential Information. Investors acknowledge that money damages would be inadequate to compensate XTrade for any breach of this Agreement. Nevertheless, if such breach occurs, XTrade, along with this injunctive relief, shall be entitled to all other remedies provided for by law, including, but not limited to, an award of damages and any attorneys' fees incurred by XTrade to enforce

this agreement. Investors further agree that they shall be individually liable for any breach of this agreement.

5. This agreement shall supersede and prevail over any other prior agreements between the parties, either oral or written, regarding the Confidential Information. This Agreement constitutes the entire agreement between the parties on the subject matter of this agreement and shall not be amended, except in writing signed by each of the parties.

6. This agreement shall be construed according the law of the State of New York without regard to principles of conflict of law.

7. Each party to this agreement voluntarily submits to the personal jurisdiction of the courts of the State of New York, which shall have exclusive jurisdiction to hear and decide any dispute or controversy arising out of or concerning this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written:

By:



Gautam Desai

By:



Alexander Kravets
Personally and on behalf of XDH and
Xtrade Digital Assets, Inc.

By:



Anthony Fasulo

By:


Serge Gulko,

By:


Jon Giacobee.